YOUR BENEFIT PLAN

LOS ALAMOS NATIONAL SECURITY, LLC

Active Employee Supplemental Accidental Death and Dismemberment Plan (ADD)

Questions about Your Coverage

In the event You have questions regarding any aspect of Your coverage, You should contact Your Employee Benefits Manager or You may write to us at:

The Hartford Group Benefits Division, Customer Service P.O. Box 2999 Hartford, CT 06104-2999

Or call Us at: 1-800-523-2233

When calling, please give Us the following information:

1) the policy number; and

2) the name of the policyholder (employer or organization), as shown in Your Certificate of Insurance.

Or You may contact Our Sales Office:

Hartford Life and Accident Insurance Company Group Sales Department 100 Campus Drive Suite 209 Florham Park, NJ 07932

TOLL FREE: 866-480-4876

FAX: 973-966-0951

If you have a complaint, and contacts between you and the insurer or an agent or other representative of the insurer have failed to produce a satisfactory solution to the problem, the following states require we provide you with additional contact information:

| For Residents of: Arkansas | Write Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201-1904 | Telephone 1(800) 852-5494 |
|-------------------------------|---|--|
| California | State of California Insurance Department Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013 | 1(800) 927-HELP |
| Illinois | Illinois Department of Insurance Consumer Services Station Springfield, Illinois 62767 | Consumer Assistance: 1(866) 445-5364 Officer of Consumer Health Insurance: 1(877) 527-9431 |
| Indiana | Public Information/Market Conduct Indiana Department of Insurance 311 W. Washington St. Suite 300 Indianapolis, IN 46204-2787 | Consumer Hotline: 1(800) 622-4461 1(317) 232-2395 (in the Indianapolis Area) |
| Virginia | Life and Health Division Bureau of Insurance P.O. Box 1157 Richmond, VA 23209 | 1(804) 371-9741 (inside Virginia) 1(800) 552-7945 (outside Virginia) |
| Wisconsin | Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873 | 1(800) 236-8517 (outside of Madison) 1(608) 266-0103 (in Madison) to request a complaint form. |

The following states require that We provide these notices to You about Your coverage:

For residents of:

Arizona This certificate of insurance may not provide all benefits and protections provided by law in

Arizona. Please read This certificate carefully.

Florida The benefits of the policy providing you coverage are governed primarily by the law of a state

other than Florida.

Maryland The group insurance policy providing coverage under this certificate was issued in a jurisdiction

other than Maryland and may not provide all the benefits required by Maryland law.

MontanaThe benefits of the policy providing your coverage are governed primarily by the law of a state

other than Montana.

Georgia

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

North Carolina

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- 1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
- 2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

IMPORTANT TERMINATION INFORMATION

YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THIS CERTIFICATE.

THIS CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THIS CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.

Texas

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call The Hartford's toll-free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de The Hartford para informacion o para someter una queja al:

1-800-523-2233

1-800-523-2233

You may also write to The Hartford at: P.O. Box 2999 Hartford, CT 06104-2999

Usted tambien puede escribir a The Hartford: P.O. Box 2999 Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1-800-252-3439 1-800-252-3439

You may write the Texas Department of Insurance at:
P.O. Box 149104
Austin, TX 78714-9410
Fax # (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: <u>ConsumerProtection@tdi.state.tx.us</u>

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or The Hartford first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Puede escribir al Departamento de Seguros de Texas: P.O. Box 149104 Austin, TX 78714-9410 Fax # (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o The Hartford primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.



CERTIFICATE OF INSURANCE

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY Simsbury, Connecticut (A stock insurance company)

Policyholder: Los Alamos National Security, LLC

Policy Number: ADD-S07166

Policy Effective Date: January 1, 2009 Policy Anniversary Date: January 1, 2011

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Richard G. Costello, Secretary

John C. Walters, President

A note on capitalization in this Certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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SCHEDULE OF INSURANCE

Cost of Coverage:

Contributory Coverage: Supplemental Accidental Death and Dismemberment Insurance

Supplemental Dependents' Accidental Death and Dismemberment

Insurance

Eligible Class(es) For Coverage: All Full-Time and Part-Time Active Employees who are:

- 1) citizens or legal residents of the United States, its territories and protectorates;
- 2) Expatriates and Third-country Nationals; and
- 3) citizens or legal residents of Canada, as approved by Us, living and working in Canada; excluding:
- 1) temporary, leased or seasonal Employees; and
- 2) any Employee living or working in a country:
 - a) subject to a sanction program administered by the United States Treasury Office of Foreign Asset Control; or
 - b) not meeting our underwriting criteria, as determined by Us and accessible to Your Employer on our "EmployerView" online information source.

Expatriate means a citizen or legal resident of the United States living and working on temporary assignment outside of the United States, its territories and protectorates.

Third-country National means a person who is a citizen of a country other than the United States who is living and working outside of the country of which he or she is a citizen.

Class 1:

All Full-time Regular, Limited-term, Post Doc, Graduate Research Assistant GRA or Undergraduate Student (UGS) Employees and Part-time Regular, Limited-term, Post Doc, Graduate Research Assistant (GRA) or Undergraduate Student (UGS) Employees who are appointed to work one year of more and are appointed to work 50% time or more excluding Casual, High School Co-op and Laboratory Associates

Class 2:

All Full-time and Part-time Core Employees:

- 1) who are appointed to work one year or more (or your appointment end date is for funding purposes only and your employment is intended to continue for more than a year), are appointed to work 50% time or more and hold the long term visiting staff appointment type; or
- who are appointed to work 90 days or more but less than one year, are appointed to work 100% time and hold one
 of the following appointment types: Limited-term Full-time, Long-term Visiting Staff Member, Graduate Research
 Assistant (GRA or Undergraduate Student (UGS); or
- 3) who are appointed to work 89 days or less and are appointed to work 100% time; or
- 4) who are appointed to work at least 90 days but not more than one year and are appointed to work at least 43.75% but not more than 99% time excluding Casual, High School Co-op and Laboratory Associates

Full-time Employees: at least 40 hours weekly. Part-time Employees: at least 20 hours weekly.

Eligibility Waiting Period for Coverage:

None

Accidental Death and Dismemberment Benefit (AD&D)

Supplemental AD&D Principal Sum

Principal Sum

The Principal Sum applicable to You is the amount for which:
a) You are eligible to request as determined below;b) You have given us a Written Request; andc) the required premium is paid.

Principal Sum Amount:

Minimum Amount: \$10,000 Maximum Amount: \$500,000 Increments of: \$10,000

Principal Sum for each of Your Eligible Dependents

The Principal Sum that applies to each person covered under The Policy as Your Dependent, on the date of accident, is determined by multiplying Your Principal Sum by the percentage determined below.

| | Spouse | Each Dependent Child |
|---------------------------------|--------|-------------------------|
| Spouse only | 60% | 0% |
| Spouse and Dependent Child(ren) | 50% | 20% |
| Dependent Child(ren) only | 0% | 20% |

Additional Benefits

Seat Belt and Air Bag Coverage:

Seat Belt Benefit Amount: 10% of Principal Sum Air Bag Benefit Amount: 10% of Principal Sum

Child Education Benefit:

Maximum Amount: \$10,000 Percentage of Principal Sum: 5%

Day Care Benefit:

Maximum Amount: \$5,000 Day Care Benefit Percentage: 5%

Rehabilitation Benefit: Maximum Amount: \$10,000

Spouse Education Benefit:

Maximum Amount: \$5,000 Percentage of Principal Sum: 2%

Coma Benefit:

Waiting Period: 30 day(s)
Monthly Benefit Percentage: 1%

Permanent Total Disability Benefit:

Disability Commencement Period: 120 day(s)

Qualification Period: 12 month(s)

Benefit Amount: See Principal Sum Amount

Conversion Right

Conversion Limit: \$500,000

ELIGIBILITY AND ENROLLMENT

Eligible Persons: Who is eligible for coverage?

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: When will I become eligible?

You will become eligible for coverage on the latest of:

1) the Policy Effective Date; or

2) the date You become a member of an Eligible Class.

Eligibility for Dependent Coverage: When will I become eligible for Dependent Coverage?

You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for coverage; or
- 2) the date You acquire Your first Dependent.

You may not cover Your Dependent if such Dependent is covered as an Employee under The Policy. No person can be insured as a Dependent of more than one Employee under The Policy.

Enrollment: How do I enroll for coverage?

To enroll You must:

- complete and sign a group insurance enrollment form which is satisfactory to Us, for Your coverage and Your Dependent's coverage; and
- 2) deliver it to Your Employer.

You may have the option to enroll electronically. Your Employer will provide instructions.

Newborn/New Child Coverage: If, while covered under The Policy, You:

- 1) have a newborn child; or
- 2) adopt or receive a foster or stepchild;

the child will become covered under The Policy for 31 days after the date of birth or the date of financial dependence on You. Benefits and amounts will be the minimum amount for those We are providing for Dependent Children under The Policy at that time.

Coverage of the new child will cease after 31 days from the date of birth or financial dependence unless You:

- 1) request in writing that coverage for Your child be continued; and
- 2) pay the additional required premium.

PERIOD OF COVERAGE

Effective Date: When does my coverage start?

Coverage will start on the latest to occur of:

- 1) The date You become eligible, if You enroll on or before that date; or
- 2) the date You enroll, change or drop coverage.

All Effective Dates of coverage are subject to the Deferred Effective Date provision.

Deferred Effective Date: When will my effective date for coverage or a change in my coverage be deferred? With respect to Active Employees, if, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition, such coverage will not start until the date beginning a new payroll period after You are Actively at Work.

Continuity from a Prior Policy: Is there Continuity of Coverage from a Prior Policy?

Your initial coverage under The Policy will begin, and will not be deferred if on the day before the Effective Date, You were insured under the Prior Policy, but on the Effective Date, You were not Actively at Work, but would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the amount of accidental death and dismemberment principal sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

Dependent Effective Date: When does Dependent coverage start?

Contributory Coverage will start on the latest to occur of:

- 1) The date You become eligible for Dependent coverage, if You have enrolled on or before that date; or
- 2) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

In no event will Dependent coverage become effective before You become insured.

Dependent Deferred Effective Date: When will the effective date for Dependent coverage or a change in coverage be deferred?

If, on the date Your Dependent, other than a newborn, is to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit:

he or she is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until he or she:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to disabled children who qualify under the definition of Dependent Children.

Confined Elsewhere means Your Dependent is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Dependent Continuity from a Prior Policy: *Is there Continuity of Coverage from a Prior Policy for my Dependents?* If on the day before the Effective Date, You were covered with respect to Your Dependents under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependents. However, the Dependent Amount of Insurance will be the amount of accidental death and dismemberment insurance:

- 1) they had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Termination: When will my coverage end?

Your coverage will end on the earliest of the following:

1) the date The Policy terminates;

- 2) the last day of the month following the date You are no longer in a class eligible for coverage, or the Policy no longer covers Your class:
- 3) the date the required premium is due but not paid;
- 4) the last day of the month following the date Your Employer terminates Your employment;
- 5) through the end of the pay period in which coverage terminates.

However, if coverage would terminate because of Your death, coverage will continue until the end of the month

Dependent Termination: When does coverage for my Dependent end?

Coverage for Your Dependent will end on the earliest to occur of:

- 1) the last day of the month following the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the last day of the month following the date You are no longer eligible for Dependent coverage;
- 4) the date We or the Employer terminate Dependent coverage; or
- 5) through the end of the pay period in which coverage terminates.

However, if Dependent coverage would terminate because of Your death, coverage will continue until the end of the month; unless continued in accordance with the continuation provisions.

Continuation Provisions: Can my coverage and coverage for my Dependents be continued beyond the date it would otherwise terminate?

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision.

The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage and coverage for Your Dependents remain unchanged.

<u>Unpaid Leave of Absence:</u> If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage (including Dependent Accidental Death and Dismemberment coverage) may be continued for 24 month(s). If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

<u>Paid Military Leave of Absence:</u> If You or Your Dependent enter active paid military service and are granted a military leave of absence in writing, Your coverage (including Dependent Accidental Death and Dismemberment coverage) may be continued for up to 60 month(s). If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Disability Insurance: If You are working for the Policyholder and:

- 1) are covered by: and
- 2) meet the definition of disabled under;

a Group Disability Insurance Policy, issued by Us to Your coverage (including Dependent Accidental Death and Dismemberment coverage) may be continued until the last day of the 12th month after the month in which You became disabled, as defined in the Group Disability Insurance Policy.

<u>Sickness or Injury:</u> If You are not Actively at Work due to sickness or injury, all of Your coverages (including Dependent Accidental Death and Dismemberment coverage) may be continued:

- 1) for a period of 12 month(s) from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive month(s).

<u>Family and Medical Leave:</u> If You are granted a leave of absence, in writing, in accordance with state and/or federal family and medical leave laws, all of Your coverages (including Dependent Accidental Death and Dismemberment coverage) may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by state law, following the date Your leave commenced. If the leave of absence terminates prior to the agreed upon date, this continuation will cease immediately.

<u>Entrepreneurial and Governmental Leave:</u> If You are granted a Governmental and/or Entrepreneurial Leave, all of Your coverages (including Dependent Accidental Death and Dismemberment coverage) may be continued in accordance with Your Employer's Leave of Absence or Termination of Coverage policies. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Continuation for Dependent Child(ren) with Disabilities: Will coverage for Dependent Children with Disabilities be continued?

If Your Dependent Child(ren) reach the age at which they would otherwise cease to be a Dependent as defined, and they are:

- 1) age 23 or older; and
- 2) disabled; and
- 3) primarily dependent upon You for financial support;

then Dependent Child(ren) coverage will not terminate solely due to age. However:

- 1) You must submit proof satisfactory to Us of such Dependent Child(ren)'s disability within 31 days of the date he or she reaches such age; and
- 2) such Dependent Child(ren) must have become disabled before attaining age 23.

Coverage under The Policy will continue as long as:

- 1) You remain insured;
- 2) the child continues to meet the required conditions; and
- 3) any required premium is paid when due.

However, no increase in the Amount of Dependent Accidental Death and Dismemberment Insurance for such Dependent Children will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.

Conversion Right: If my coverage under The Policy ends, do I have a right to conversion?

If You or Your Dependents cease to be covered under The Policy because You cease to be eligible for coverage and:

- 1) The Policy has not terminated; and
- 2) You have paid any required premium;

You have a Conversion Right as provided below.

The Conversion Right allows You to request coverage under a conversion policy from the Insurer, without giving medical evidence of insurability, to cover Yourself and Your Dependents who are covered under The Policy on the date Your coverage ceases. Dependents who continue to be covered under The Policy in the same or a different class cannot be covered under Your converted policy.

Insurer, as used for this Conversion Right, means Us or another insurance company which has agreed with Us to issue converted policies according to this conversion right.

You must:

- 1) give the Insurer a written request for the converted policy; and
- 2) pay the Insurer the initial premium;

within 31 days after You cease to be covered under The Policy.

The Conversion Right will provide a converted policy that:

- 1) will have the provisions, limitations and exclusions on the form the Insurer is issuing for this purpose at conversion;
- 2) will provide coverage on a twenty four hour a day basis;
- 3) will provide benefits for Accidental Death and Dismemberment alone;
- 4) will take effect on the date You cease to be covered under The Policy:
- 5) may exclude any condition excluded by The Policy;
- 6) will not pay for any loss covered by The Policy;
- 7) will provide a Principal Sum for You which will be the amount of Your Principal Sum under The Policy on the date of conversion, rounded to the nearest \$1,000, subject to a minimum of \$10,000.00 and a maximum of \$500,000, if You are under age 70;
- 8) will have premiums based on the Insurer's rates in effect for new applicants of Your class and age at conversion.

The Principal Sum amounts for Your Dependents who become covered under the converted policy will be the amounts We are offering for this purpose at conversion.

BENEFITS

Accidental Death and Dismemberment Benefit: When is the Accidental Death and Dismemberment Benefit payable? If You or Your Dependents sustain an Injury that results in any of the following Losses within 365 days of the date of accident, We will pay the injured person's amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss, in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance. The amount of Your Dependent's Principal Sum is shown as a percentage of Your Principal Sum in the Schedule of Insurance.

| For Loss of: | Benefit: |
|--|---------------------------------|
| Life | Principal Sum |
| Both Hands or Both Feet or Sight of Both Eyes | Principal Sum |
| One Hand and One Foot | |
| Speech and Hearing in Both Ears | Principal Sum |
| Either Hand or Foot and Sight of One Eye | Principal Sum |
| Movement of Both Upper and Lower Limbs (Quadriplegia). | Principal Sum |
| Movement of Both Lower Limbs (Paraplegia) | Three-Quarters of Principal Sum |
| Movement of Three Limbs (Triplegia) | Three-Quarters of Principal Sum |
| Movement of the Upper and Lower Limbs of One Side | |
| of the Body (Hemiplegia) | One-Half of Principal Sum |
| Either Hand or Foot | One-Half of Principal Sum |
| Thumb and Index Finger of the Same Hand | One-Half of Principal Sum |
| 4 Fingers of the Same Hand | One-Half of Principal Sum |
| 4 Toes of the Same Foot | One-Half of Principal Sum |
| Sight of One Eye | One-Half of Principal Sum |
| Speech or Hearing in Both Ears | One-Half of Principal Sum |
| Movement of One Limb (Uniplegia) | One-Quarter of Principal Sum |
| Thumb and Index Finger of Either Hand | One-Quarter of Principal Sum |

Loss means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

Exposure and Disappearance: What if Loss is due to exposure or disappearance?

Exposure to the elements will be presumed to be Injury if:

- 1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You or Your Dependents were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

We will presume that You or Your Dependents suffered Loss of life if:

- 1) the person's body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance;
- 2) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- 3) The Policy would have covered an Injury resulting from the accident.

Seat Belt and Air Bag Benefit: When is the Seat Belt and Air Bag Benefit payable?

If You or Your covered Dependents sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while the injured person was:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and was wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if the injured person was:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- an amount resulting from multiplying the injured person's amount of Principal Sum by the Seat Belt Benefit Percentage: or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying the injured person's amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which the injured person was wearing a Seat Belt.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Seat Belt means:

- 1) an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications; or
- a child restraint device that meets the standards of the National Safety Council and is properly secured and used in accordance with applicable state law and installed according to the recommendations of its manufacturer for children of like age and weight.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Child Education Benefit: When is the Child Education Benefit payable?

If You or Your covered Spouse sustains an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Child Education Benefit to Your Dependent Child(ren).

This Benefit will be paid:

- 1) after We receive proof that your Dependent Child(ren) qualify as a Student, as defined in this Benefit; and
- 2) according to the General Provisions of The Policy.

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Principal Sum by the Child Education Percentage; or
- 2) the Maximum Amount for this Benefit.

If Your Spouse dies, the Child Education Benefit provides an annual amount equal to the lesser of:

- the amount resulting from multiplying Your Spouse's amount of Principal Sum by the Child Education Percentage; or
- 2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Dependent Child(ren):

- 1) on the date: and
- 2) for whom;

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:

- 1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
- 2) the end of the 12th consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:

- 1) a Principal Sum is payable because of Your death or Your Spouse's death; and
- 2) no person qualifies as a Student.

Student means Your Dependent Child(ren) who is covered on the date of Your or Your Spouse's death and:

- 1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your or Your Spouse's death; or
- 2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your or Your Spouse's death and was a student in the 12th grade on the date of Your or Your Spouse's death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Day Care Benefit: When is the Day Care Benefit payable?

If You or Your covered Spouse sustains an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Day Care Benefit for each of your Dependent Children who are covered if such Dependent Child is under age 13 at the time of Your or Your Spouse's death.

This Benefit will be paid:

- 1) after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
- 2) according to the General Provisions of The Policy.

We will make one Day Care Benefit payment each year, for a maximum of four (4) Day Care Benefit payments, for each Dependent Child. The Benefit will be paid to the person who has primary responsibility for the Dependent Child's Day Care expenses.

Proof of enrollment satisfactory to Us for each Dependent Child in a Day Care Program includes, but will not be limited to, the following:

- 1) a copy of the Dependent Child's approved enrollment application in a Day Care Program;
- 2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider;
- 3) a letter from the Day Care facility or Day Care provider stating that the Dependent Child:
 - a) is attending a Day Care Program: or
 - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month following the date of death.

If you die, the Day Care Benefit pays an amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Principal sum by the Day Care Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If Your Spouse dies, the Day Care Benefit pays an amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Spouse's amount of Principal sum by the Day Care Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

Day Care or Day Care Program means a program of child care which:

- 1) is operated in a private home, school or other facility:
- 2) provides, and makes a charge for, the care of children; and
- 3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) licensing is not required, provides childcare on a daily basis for 12 months a year.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Rehabilitation Benefit: When is the Rehabilitation Benefit payable?

If You or Your covered Dependents sustain an Injury that results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses Incurred within two (2) years of the date of accident.

This Benefit will be paid:

- 1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

- 1) the actual Expense Incurred for a Rehabilitative Program; or
- 2) the Maximum Amount for this Benefit.

Rehabilitative Program means any training which:

- 1) is required due to the injured person's Injury; and
- 2) prepares the injured person for an occupation for which he or she was not previously trained.

Expense Incurred means the actual cost of:

- 1) training; and
- 2) materials needed for the training.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Spouse Education Benefit: When is the Spouse Education Benefit payable?

If You sustain an Injury that results in a Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Spouse Education Benefit to Your surviving Spouse.

Your Spouse must be covered under The Policy in order to receive this Benefit.

This Benefit will be paid:

- 1) after We receive proof satisfactory to Us that the Spouse has enrolled in an Occupational Training program; and
- 2) according to the General Provisions of The Policy.

The Spouse Education Benefit is the least of:

- 1) the Expense Incurred for Occupational Training;
- 2) the amount resulting from multiplying Your Principal Sum by the Spouse Education Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

Your surviving Spouse must enroll in Occupational Training:

- 1) for the purpose of obtaining an independent source of income; and
- 2) within one (1) year of Your death.

Occupational Training means any:

- 1) education;
- 2) professional; or
- 3) trade training;

program which prepares the Spouse for an occupation for which he or she was not previously qualified.

Expense Incurred means:

- 1) the actual tuition charged, exclusive of room and board; and
- 2) the actual cost of the materials needed;

for the Occupational Training.

The expense must be incurred within two (2) years of the date of Your death.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Coma Benefit: When is the Coma Benefit payable?

If, as the result of an Injury, You or Your covered Dependents:

1) are in a Coma within 30 days from the date of accident; and

2) remain continuously in a Coma for at least the number of days shown as the Waiting Period; We will pay 1% of the Coma Maximum Benefit Amount for each month after the Waiting Period that the injured person remains in a Coma.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

We will pay the benefit until the earliest to occur of:

- 1) the end of the month in which the injured person dies;
- 2) the end of the month in which the injured person recovers from the Coma; or
- 3) when the total payment equals the Principal Sum.

The Coma Maximum Benefit equals the injured person's amount of Principal Sum less all other payments under The Policy for the Injury.

Coma means complete and continuous:

- 1) unconsciousness; and
- 2) inability to respond to external or internal stimuli, as verified by a Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Permanent Total Disability Benefit: When is the Permanent Total Disability Benefit payable?

If You or Your covered Spouse are Disabled and the injured person's Disability:

- 1) resulted from Injury received before attainment of the Age Limit;
- 2) began within the Disability Commencement Period after the accident;
- 3) continued without interruption for at least the Qualification Period; and
- 4) is reasonably expected to continue without interruption until death;

We will pay the Benefit Amount, less any amount paid or payable under the Accidental Death and Dismemberment Benefit for each month the injured person is disabled.

This Benefit will be paid:

- 1) after We receive Proof of Loss for the injured person while he or she is alive, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

Payment of the Monthly Benefit will not exceed the Payment Period.

We will pro-rate Your benefit for a partial period of Disability.

Disabled or Total Disability, for the purpose of this Benefit, means Your or Your covered Spouse's:

- 1) inability to perform the material and substantial duties of any occupation for which You, he or she is suited by education, training and experience; or
- 2) with respect to a Spouse who is unemployed, his or her inability to engage in the normal and customary activities of a person of like age and gender in good health.

Your unemployed Spouse must be:

- 1) regularly attended by Physician; and
- 2) continuously confined within his or her house or Hospital, provided such house or Hospital confinement will not preclude transportation of Your Spouse to or from a Hospital or Physician's office for necessary treatment at the direction of his or her Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

EXCLUSIONS

Exclusions: What losses are not covered?

The Policy does not cover any loss caused or contributed to by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;

- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority except Reserve National Guard Service;
 - (We will refund the pro rata portion of any premium paid for You or Your Dependents while You or Your Dependents are in the armed forces on full-time active duty, for a period of two months or more. Written notice must be given to Us within 12 months of the date You or Your Dependents enter the armed forces);
- 5) Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- 6) Injury sustained while On any aircraft:
 - a) as a pilot, crewmember or student pilot;
 - b) as a flight instructor or examiner;
 - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any Employer or organization whose eligible persons are covered under The Policy;
 - d) being used for tests, experimental purposes, stunt flying, racing or endurance tests; or
- 7) Injury sustained while committing or attempting to commit a felony; or
- 8) Injury sustained while driving while Intoxicated.

Intoxicated means:

- 1) the blood alcohol content:
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

Reserve National Guard Service means: You or Your Dependents are:

- 4) attending or en route to or from any active duty training of less than sixty (60) days;
- 5) attending or en route to or from a service school of any duration;
- 6) taking part in any authorized inactive duty training; or
- 7) taking part as a unit member in a parade or exhibition authorized by official orders.

GENERAL PROVISIONS

Notice of Claim: When should I notify the Company of a claim?

You, or the person who has the right to claim benefits, must give Us, written notice of a claim within 31 days after:

- 1) the date of death; or
- 2) the date of loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

Claim Forms: Are special forms required to file a claim?

We will send forms to the claimant to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of the claim.

Proof of Loss: What is Proof of Loss?

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Enrollment form;
- 4) Your Beneficiary Designation (if applicable);
- 5) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 6) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 7) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 8) Any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: When must Proof of Loss be given?

Written Proof of Loss must be sent within 90 day(s) after the loss. All Proof of Loss should be sent to Us. However, all claims should be submitted to Us within 90 day(s) of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than 1 year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Physical Examination and Autopsy: Can We have a claimant examined or request an autopsy?

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

Claim Payment: When are benefit payments issued?

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision, but not more than 30 day(s) after such Proof of Loss is received.

Claims to be Paid: To whom will benefits for my claim be paid?

Benefits for Loss of Life will be paid in accordance with the Beneficiary Designation. If no beneficiary is named, payment will be made according to the beneficiary designation under the group life policy issued to the Policyholder and in effect at the time of death.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate; or
- 2) all to Your surviving Spouse; or
- 3) if Your Spouse does not survive You, in equal shares to Your surviving Child(ren); or
- 4) if no Child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Accidental Death Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will pay the Accidental Death and Dismemberment Insurance Benefit at Your Dependents' death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executors or administrators of Your estate.

We will make any payments, other than for loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent,

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Benefits paid on behalf of a Dependent Child or other person under the policy or certificate will be paid to the Human Services Department when:

- the Human Services Department has paid or is paying benefits on behalf of the Dependent Child or other person under the state's medicaid program pursuant to Title XIX of the Federal Social Security Act, 42 U.S.C. 1396, et seq;
- payment for the services in question has been made by the Human Services Department to the medical provider; and
- 3) the insurer is notified that the insured individual receives benefits under the medicaid program and that benefits must be paid directly to the Human Services Department.

Beneficiary Designation: How do I designate or change my beneficiary?

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a Power of Attorney.

Claim Denial: What notification will my Beneficiary or I receive if a claim is denied?

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision.

This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal: What recourse do my Beneficiary or I have if a claim is denied?

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Policy Interpretation: Who interprets the terms and conditions of The Policy?

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy.

Assignment: Are there any rights of assignment?

Except for the dismemberment benefits under the Accidental Death and Dismemberment Benefit, You have the right to absolutely assign Your rights and interest under The Policy including, but not limited, to the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

Legal Actions: When can legal action be taken against Us?

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is furnished; or
- 2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Workers' Compensation: How does The Policy affect Workers' Compensation coverage?

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Insurance Fraud: How does the Company deal with fraud?

Insurance Fraud occurs when You, Your Dependents and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependents and/or Your Employer commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You, Your Dependents and/or Your Employer perpetrate Insurance Fraud.

Misstatements: What happens if facts are misstated?

In the absence of Insurance Fraud, if material facts about You or Your Dependents were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

DEFINITIONS

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Actively at Work means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

Actively at Work will also include a Business Trip.

Actively at Work does not include everyday travel to and from work.

Airworthiness Certificate means:

- 1) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Administration (FAA); or
- 2) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

Business Trip means a bona fide trip while on assignment for or at the direction of the Employer for the purpose of furthering the business of the Policyholder which:

- 1) begins when You leave Your residence or place of regular employment, whichever occurs last, for the purpose of beginning the trip; and
- 2) ends when You return to Your residence or place of regular employment, whichever occurs first; and
- 3) excludes travel to and from work, bona fide leaves of absence and vacations.

Civil or Public Aircraft means a civil or public aircraft which:

- 1) has a current and valid Airworthiness Certificate;
- 2) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and
- 3) is not operated by the militia, or armed forces of any state, national government or international authority.

Common Carrier means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

Contributory Coverage means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

Dependent Child(ren) means:

- 1) Your unmarried children, stepchildren, legally adopted children; or
- 2) any other children related to You by blood or marriage or domestic partnership who:
 - a) live with You in a regular parent-child relationship; and/or
 - b) You claimed as a dependent on Your last filed federal income tax return;

provided such children are primarily dependent upon You for financial support and maintenance and are:

- 1) from live birth to age 23;
- 2) age 23 or older and disabled. Such children must have become disabled before attaining age 23. You must submit proof, satisfactory to Us, of such children's disability.

Dependents means Your Spouse and Your Dependent Child(ren).

Employer means the Policyholder.

FAA means:

- 1) the Federal Aviation Administration of the United States: or
- 2) the equivalent aviation authority for the country of the aircraft's registry, if the governmental authority is recognized by the United States.

Injury means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You or Your Dependents are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

Military Transport Aircraft means a transport aircraft operated by:

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of a governmental authority recognized by the United States.

Motor Vehicle means a self-propelled, four (4) or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

On means, when used with reference to any conveyance (land, water or air), in or on, boarding or alighting from the conveyance.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given:
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

Prior Policy means the group accidental death and dismemberment insurance Policy carried by the Policyholder on the day before the Policy Effective Date and will only include the coverage which is transferred to Us.

Related means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, grandchild, or step-child or similar relationship in law.

Spouse means Your spouse who is not legally separated or divorced from You.

Spouse will include Your domestic partner provided you have executed a domestic partner affidavit acceptable to Us, establishing that You and Your partner are domestic partners for purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

The Policy means the policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Us, or Our means the insurance company named on the face page of The Policy.

You or Your means the person to whom this certificate is issued.

THE HARTFORD

AMENDATORY RIDER

This rider is attached to all certificates given in connection with The Policy and is effective on The Policy Effective Date.

This rider is intended to amend Your certificate, as indicated below, to comply with the laws of Your state of residence. Only those references to benefits, provisions or terms actually included in Your certificate will affect Your coverage. In addition, any reference made herein to Dependent coverage will only apply if Dependent coverage is provided in Your certificate.

For California residents:

- 1) The following is added to the definition of **Spouse:**
 - Spouse will also include an individual who is in a registered domestic partnership with You in accordance with California law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) The following is added to the definition of **Dependent Child(ren)**:
 - Dependent Child(ren) will also include child(ren) of Your California registered domestic partner.

For Indiana residents:

The first paragraph of the Traumatic Brain Injury Benefit is deleted and is replaced by the following:

If You or Your Dependents sustain an Injury that results in a Traumatic Brain Injury within 60 days of the date of accident which:

- requires that the injured person be Hospitalized for at least 7 days during the first 60 days following the accident; and
- 2) the Traumatic Brain Injury continues for 12 consecutive months;

We will pay a Traumatic Brain Injury Benefit.

For Louisiana residents:

- 1) the following will be considered **Dependent Child(ren)** and are added to the definition of **Dependent Child(ren)**:
 - a) unmarried Child who is placed in your home pursuant to an adoption placement agreement; executed with a licensed adoption agency (from the date of placement in your home);
 - b) an unmarried Child who is placed in your home following execution of an act of voluntary surrender (as of the date on which the act of voluntary surrender becomes irrevocable);
 - c) your unmarried grandchild who is in your legal custody.
- 2) The child limiting age is changed to 21 years, or 24 years if a student, if less than such ages.
- 3) The following is added to the definition of **Dependent Child(ren)**: "Coverage will be continued for a Child up to age 24 who is deemed to be unable to attend school full-time due to a mental or nervous condition, problem or disorder."
- 4) The following replaces the last sentence of the **Dependents** definition: "Any person who is in full-time military service cannot be a dependent, unless that person is subsequently called to military service and any required premium is paid."
- 5) The following provision is added:

Reinstatement after Military Service: Can my coverage be reinstated after return from active military service? If:

- 1) Your coverage terminates because You enter active military service; and
- 2) You are rehired within 12 months of the date You return from active military service;

then coverage may be reinstated, provided You request such reinstatement within 31 days of the date you return to work.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage terminated; and
- not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
- 3) be subject to all the terms and provisions of The Policy.

For Maine residents:

- 1) The time period stated in the **Notice of Claim** provision is changed to 30 days if not already 30 days.
- 2) The time period stated in the Claim Forms provision is changed to 15 days if not already 15 days.
- 3) The time periods stated in the **Sending Proof of Loss** provision are changed to 90 days and 1 year if not already 90 days and 1 year, respectively.
- 4) The time period stated in the Claim Payment provision is changed to 30 days if not already 30 days.
- 5) The dollar amount stated in the **Claims to be Paid** provision is changed to \$2,000 if not already \$2,000.
- 6) The phrase "In the absence of Insurance Fraud" is deleted from the **Misstatements** provision.

For <u>Minnesota</u> residents, the definition of **Disabled or Total Disability** in the **Permanent Total Disability Benefit** is replaced by the following:

Disabled or Total Disability, for the purpose of this Benefit, means Your or Your Spouse's:

- 1) inability during the first two years of disability to perform the Essential Duties of Your or Your Spouse's Occupation; and
- 2) after that, Your or Your Spouse's inability to engage in Any Occupation for which you are suited by education, training and experience; or
- 3) with respect to a Spouse who is unemployed, his or her inability to engage in the normal and customary activities of a person of like age and gender in good health.

You unemployed Spouse must be:

- 1) regularly attended by Physician; and
- 2) continuously confined within his or her house or Hospital, provided such house or Hospital confinement will not preclude transportation of Your Spouse to or from a Hospital or Physician's office for necessary treatment at the direction of his or her Physician.

For Missouri residents, the suicide Exclusion is replaced by the following: "suicide or attempted suicide, while sane".

For New Hampshire residents:

- 1) Item 1 of the definitions of **Disabled** and **Disabled or Disability** is replaced by the following:
 - 1) perfoming any work or occupation for wage or profit for which You are, or become, reasonably qualified by reason of education, training or experience.
- 2) Item 3 of the last paragraph of the **Sending Proof of Loss** provision is deleted.
- 3) Item 3 of the **Conditions for Qualification** provision is replaced by the following:
 - 1) provide such proof in accordance with the Sending Proof of Loss provision.
- 4) The **Policy Interpretation** provision is deleted.
- 5) The time period stated in the definition of **Period of Confinement** in the **Accident Hospital Income Benefit**, is changed to 180 days, if less than 180 days.
- 6) Item 1 of the definition of **Extended Care Facility** in the **Extended Care Facility Benefit** is replaced by the following:
 - 1) Operates pursuant to law;
- 7) The following is added to the Period of Coverage:

Spouse Continuation: Can coverage be continued for a divorced Spouse?

If You are legally separated or divorced from Your Spouse, coverage for Your former Spouse may continue under The Policy until the earliest of:

- 1) the last day of the third year following the anniversary of a final divorce or legal separation:
- 2) the date You remarry;
- 3) the date Your former Spouse remarries;
- 4) a date specified in the final divorce decree;
- 5) the date Your former Spouse fails to pay any premiums that may be due; or
- 6) the date You die.

For Oregon residents:

1) The following is added to the definition of **Spouse**:

Spouse will also include an individual who is in a registered domestic partnership with You in accordance with Oregon law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.

2) The following is added to the definition of **Dependent Child(ren)**:

Dependent Child(ren) will also include child(ren) of Your Oregon registered domestic partner.

For South Carolina residents:

1) The time period in the **Notice of Claim** provision is changed to 20 days, if not already 20 days.

- 2) The following is added to the **Physical Examinations and Autopsy** provision: "Such autopsy must be performed during the period of contestability and must take place in the state of South Carolina."
- 3) Item 2 of the **Legal Actions** provision is replaced by the following:
 - 2) 6 years of the date Proof of Loss is required to be furnished according to the terms of The Policy.

For <u>South Dakota</u> residents, the provision titled **Policy Interpretation** is deleted in its entirety.

For Utah residents:

- 1) The following benefits are not available:
 - Anti-Inflation Benefit
 - o Therapeutic Counseling Benefit
 - o Accidental Death Benefit with Double Indemnity while On a Common Carrier
 - o Accidental Death Motor Vehicle Benefit
 - Accidental Death Benefit while in a Covered Accident
 - Accidental Death and Dismemberment: while Actively at Work
 - o Double Indemnity while On A Common Carrier
- 2) The maximum age for a student, stated in the Child Education Benefit is changed to 26 if not already 26.
- 3) The definition of **Dependent Child(ren)** is amended as follows:
 - 1) items a and b of item 2 are deleted
 - 2) the second item 2 is deleted
 - 3) the maximum age for a child is changed to 26 if not already 26.
- 4) The following is added to the first sentence of the **Change in Family Status** provision:or from the date of placement for adoption with You.
- 5) Item 3 of the **Sending Proof of Loss** provision is deleted in its entirety.
- 6) The age references in the **Continuation for Dependent Child(ren) with Disabilities** provision are changed to 26 if not already 26.

For <u>Vermont</u> residents:

<u>Purpose:</u> Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.

<u>Definitions, Terms, Conditions and Provisions:</u> The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

- 1) Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms, include the relationship created by a civil union established according to Vermont law.
- 2) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.
- 3) Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.
- 4) "Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer

provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

For <u>Virginia</u> residents, any and all references to Domestic Partners are hereby deleted.

For Washington residents:

- 1) The Accelerated Benefit is not available.
- 2) The provision titled **Policy Interpretation** is deleted in its entirety.

For Wisconsin residents, the time periods stated in the Claim Appeal provision are removed.

In all other respects, the Policy and certificates remain the same.

Signed for Hartford Life and Accident Insurance Company.

Richard G. Costello, Secretary

John C. Walters, President